



Università
degli Studi di
Messina



Universidad de
Castilla-La Mancha

Agreement of Joint Thesis Supervision

Bozza di discussione - DRAFT



Università
degli Studi di
Messina



Universidad de
Castilla-La Mancha

Agreement of Joint Thesis Supervision

Between

Università degli Studi di Messina (University of Messina),
Piazza Pugliatti 1, 98121 Messina (Italy),
Here in after referred to as “UNIME” (**Home Institution**),
represented by **Prof. Salvatore Cuzzocrea, Rector**,

and

Universidad Castilla y La Mancha
jointly referred to as “UCLM” (**Host Institution**),
represented by **Prof. José Julián Garde López-Brea, Rector**,

in which the aforementioned parties are jointly referred to as ‘*the parties*’,

and

Eduardo Roberto Orozco Martinez
Herein after referred to as ‘the doctoral student’,

Having regard to Joint Declaration by the Italian and the Spanish Rectors' Conferences (June 1998)

In agreement with

For UNIME

- the art. 4 of the Italian Law n. 210 of 03/07/1998, that provides for the Universities’ autonomy in setting up PhD courses within Universities’ governmental, educational and scientific autonomy, as modified by the Law n. 240 of 30/12/2010;
- the Italian Ministry of Education, University and Research Regulation concerning PhD programmes, issued with D.M. n. 45 of 08/02/2013;
- the University of Messina Regulation concerning Research Doctorate course issued with the Rector’s Decree n. 1015/2016;
- the report of Academic Boards of UNIME that approves doctoral student’s application;

For UCLM

- Royal Decree 99/2011 of 28 January, which regulates official doctoral teachings in Spain (hereinafter RD99/2011)
- Royal Decree 195/2016, of 13 May, which establishes the requirements for issuing the European Supplement to the PhD Degree

Article 1 – JOINT THESIS SUPERVISION

The partner institutions hereby agree that they shall assume joint responsibility for the supervision of the doctoral student's doctoral research project, the organisation of the doctoral examination and the award of a doctoral degree.

Doctoral student's personal details:

Surname and first name: **Orozco Martínez Eduardo Roberto.**

Official address (for correspondence): **Viale Giovanni Palatucci 13 Messina (ME) Sicilia 98168. Italy.**

Date of birth: **10/02/1987.**

Place of birth: **Salamanca, Mexico.**

Nationality: **Mexican.**

Master Degree: **Scienze delle Pubbliche Amministrazioni LM-63.**

Registered as a **PhD student in Political Science at the Department of Political and Juridical Sciences.**

Article 2 – SUPERVISION OF THE DOCTORAL STUDENT

The doctoral student shall be supervised by the following thesis advisors:

– At UNIME (Home Institution):

- Name: **Prof. Antonio Cucinotta.**
- Department: **Political and Juridical Sciences.**
- Position: **Professor.**

– At UCLM (Host Institution):

- Name: **Prof. Miguel Ángel Collado Yurrita.**
- Department: **Juridical and Social Sciences.**
- Position: **Professor.**

The thesis advisors undertake to fully assume their responsibilities as the doctoral student's Supervisors, which includes holding consultations when required so as to be able to assess the progress being made in the research project.

The PhD student should follow the official activities of the PhD program in Law in UCLM Cycle during his staying at UCLM as provided by the two Supervisors.

Article 3 – ADMISSION TO DOCTORAL STUDIES AND DOCTORAL THESIS SUBJECT

At UNIME the doctoral student is enrolled at the first year of academic year 2020/2021 of the doctoral course in Political Sciences XXXVI Cycle. The doctoral program lasts three years and will end on October 31, 2023.

At UCLM, the doctoral student shall be registered at PhD program in Law in the academic year 2021/2022

The two Universities agree that doctoral program last three years and will end on October 31, 2023

At UCLM the student will be allowed to use research and teaching services.

The subject of the doctoral thesis is:

“Studio della regolamentazione attinente alle concentrazioni nel mercato comune digitale europeo e statunitense”. (Italian)

“Estudio de la normativa sobre concentraciones en el mercado común digital europeo y estadounidense” (Traslation into Spanish)

Article 4 – ENROLMENT AND STUDENT SERVICE FEE

The doctoral candidate must carry out the application process and enrolment procedures in both universities in accordance with the regulations of the respective institutions. At UCLM, the doctoral student must formally enrol each academic year throughout the duration of the process from admission to the presentation of the dissertation. The doctoral candidate will pay the tuition fees as follow:

Academic year 2020-2021 .The student has to pay tuition fees at UNIME. According to UNIME Tuition fees Regulation, the student has been exempted of tuition fees payment at UNIME for ISEE.

Academic year 2021-2022. The student will pay tuition fees only at UCLM where he will be stay for the

research thesis.

Academic year 2022-2023. The student will pay tuition fees at UNIME and he is exempted of tuition fees payment at UCLM.

Article 5 – AWARD OF THE DEGREE

If the doctoral student has passed the joint doctoral examination successfully, he shall be separately awarded a degree by the partner institutions as follows:

- Dottore di ricerca (PhD) in: “Scienze Politiche” (UNIME)
- Doctor (PhD) by the University of Castilla – La Mancha, within the official doctoral programme in Law. The mention: “Tesis en Régimen de cotutela con la Universidad de Messina” will appear in his Spanish diploma, according with the Spanish legislation.

Article 6 – INSURANCE COVER

UNIME guarantees insurance coverage against physical injuries and third-party liability whilst performing his or her duties within the framework of the doctoral research project at the two partner institutions.

According to UCLM regulations on cotutelle, the doctoral candidate will be responsible for any health care costs incurred as a result of illness or an accident throughout their stay at each university. Additionally, the candidate will be responsible for obtaining repatriation insurance in the event of illness or an accident during their periods of mobility, in accordance to the regulation of each university.

Article 7 – Research at partner institution

The duration of preparation of the thesis is divided between the two Establishments by alternative periods in each country according to a balance and modalities defined by the supervisors and the PhD Student.

The period of the joint research activities should be organized as follow:

<i>Institution</i>	<i>From</i>	<i>To</i>
<i>UNIME</i>	September 2021	November 2021
<i>UCLM</i>	December 2021	December 2022
<i>UNIME</i>	January 2023	October 2023

Due to the COVID-2019 emergency, the possibility of varying the periods of stay in the two universities will be considered. In any case, the minimum period of stay at the UCLM will be no less than six months, which may be completed in one period of time or in various different periods.

Article 8 – THESIS DEFENCE COMMITTEE

The only Defence Committee shall be comprised of six members (academic professors in the same scientific area of the research thesis) including the two thesis advisors that don't evaluate the candidate. In accordance with regulations in force, the Defence Committee is made up of a balanced number of members appointed by the two Establishments. The Defence Committee must include at least two members external to both universities.

The two institutions, by means of the Deans, exchange any piece of information and all documents relevant to the organization of the joint sponsorship described in the present agreement.

Article 9 – DOCTORAL THESIS DEFENCE (PUBLIC DISCUSSION).

The public defence of the doctoral thesis shall take place in UNIME

The partners agree that the deadline for the submission of the final thesis is until October 31, 2023.

According to the Italian law, to obtain the admission at the final examination, the thesis will be evaluated by two reviewers that are external professors that don't participate in the final examination. If the evaluation of the reviewers and of the Italian Board of professors is positive and they don't ask for modifications of the thesis, the final examination could be taken until January 2024. If the evaluation of the reviewers and the Italian Board of professors is positive, but they ask for modifications of the thesis, the final examination could be postponed until maximum six months. In this case the final examination will be taken until May/June 2024.

Article 10 – LANGUAGE

The doctoral thesis shall be written in **Italian**.

A summary and the conclusions of the doctoral thesis shall be supplied in **English, Spanish, Italian** language

Article 11 – INTELLECTUAL PROPERTY RIGHTS

Intellectual property ownership will be based on the principle of inventor owns in accordance with the respective policies of each of the partner institutions.

Therefore, the protection of the research results arising from the doctoral research project, as well as any matter related to filing them, making them accessible, their publication and exploitation shall be discussed and agreed by the partner institutions and be in accordance with the national and institutional regulations in force.

Article 12 - PROCESSING OF PERSONAL DATA

The processing of personal data related to this call is carried out by the University in accordance with the European General Regulation No. 679/2016 for the protection of personal data and the Code regarding the protection of personal data, Legislative Decree No. 196/2003 and subsequent amendments and additions.

Article 13 PROPERTIES OF RESULTS AND CONFIDENTIALITY

The intellectual and industrial property rights on the results that may be achieved by the PhD student, including, but not limited to, software, industrial inventions that can be patented or not, knowhow, models, data and data collections, are regulated in accordance with current legislation and the University regulations and possibly, on the basis of what is established in the individual agreements with the Universities, Companies or Organizations involve.

Article 14 – COMMENCEMENT AND VALIDITY OF THE AGREEMENT

The present agreement shall take as and from the date of its execution by the authorised representative of each contracting Institution and expires at the end of final examination procedure.

Article 15 – VALIDITY OF THE AGREEMENT AND SETTLEMENTS OF DISPUTES

The stipulations of this agreement may not conflict with the provisions of the regulations at of the two Institutions. Disputes must be resolved amicably through friendly bilateral consultations.



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Drawn up in in four original copies, date: _____

For University of Castilla y La Mancha (stamp and signature)

Rector

- Prof. José Julián Garde López-Brea: _____

The Professors

Thesis Advisor

- Prof. Miguel Ángel Collado Yurrita: _____

PhD Programme Coordinator

- Prof. Nicolás García Rivas: _____

For acceptance

The Doctoral Student



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Drawn up in in four original copies, date: _____

For Università degli studi di Messina (stamp and signature)

Rector

- **Prof. Salvatore Cuzzocrea:** _____

The Professors

Thesis Advisor

- **Prof. Antonio Cucinotta:** _____

PhD Programme Coordinator

- **Prof. Giuseppe Bottaro:** _____

For acceptance

The Doctoral Student